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**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

IN RE GOOGLE BUZZ USER PRIVACY
LITIGATION

This Document Relates To:
ALL CASES

No.: 10-00672 JW

**[PROPOSED] ORDER AND FINAL
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND AWARDED
ATTORNEYS' FEES**

JUDGE: Hon. James Ware
MEDIATOR: Hon. Fern Smith (Ret.)

Original Complaint Filed: 02/17/10

WHEREAS, the Plaintiffs Andranik Souvalian, Katherine C. Wagner, Mark Neyer, Barry Feldman, Rochelle Williams, John Case, and Lauren Maytin (collectively, "Plaintiffs") and Defendant Google Inc. (the "Defendant") have moved for an order granting final approval to this Class Action Settlement ("Settlement") which received preliminary approval on October 7, 2010;

WHEREAS, the Parties appeared by their attorneys of record at a fairness hearing on January 31, 2011, after an opportunity having been given to all Class Members to be heard in accordance

1 with the Court's Preliminary Approval Order, and having given due consideration to the Parties'
2 Settlement Agreement, including all attached exhibits and related materials, the Motion, all other
3 papers filed in support, all objections to the Settlement, the complete record of the case, the
4 arguments at the January 31, 2011, hearing, and all other material relevant to this matter including
5 the Affidavit of the Settlement Administrator;

6 WHEREAS, the Court has before it the parties' Motion for Order Granting Final Approval of
7 Class Settlement, together with the Settlement Agreement and supporting materials; and

8 WHEREAS, the Court is satisfied that the terms and conditions set forth in the Settlement
9 Agreement were the result of good faith, arm's length settlement negotiations between competent
10 and experienced counsel for both Plaintiffs and Defendant, assisted by a retired federal district judge
11 with extensive class action experience.

12 IT IS HEREBY ORDERED THAT:

13 1. This Order incorporates by reference the definitions in the Settlement Agreement, and
14 all terms as used in this Order shall have the meanings as set forth in the Settlement Agreement.

15 2. For purposes of this litigation, the Court has subject matter and personal jurisdiction
16 over the Parties, including all Class Members.

17 3. The Settlement Agreement previously provided to the Court is adopted by the Court
18 and made part of this Order as if set out in full herein.

19 4. Pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3), the proposed Class
20 is hereby certified for settlement purposes only. The Settlement Class is defined as follows:

21 All Gmail users in the United States presented with the opportunity to use Google
22 Buzz through the Notice Date. Excluded from the Class are: (1) Google, or any
23 entity in which Google has a controlling interest, and its respective legal
24 representatives, officers, directors, employees, assigns and successors; (2) the
25 judge to whom this case is assigned and any member of the judge's staff and
26 immediate family; and (3) any person who, in accordance with the terms of this
27 Agreement, properly executes and submits a timely request for exclusion from the
28 Class.

26 5. Pursuant to Federal Rule of Civil Procedure 23, and for purposes of settlement only,
27 the Court makes the following findings of fact and conclusions of law:

28 a. The Settlement Class is sufficiently definite;

1 b. The Settlement Class is so numerous that joinder of all members of the
2 Settlement Class is impracticable;

3 c. There are questions of law and/or fact common within the Settlement Class;

4 d. Plaintiffs' claims are typical of the claims of the members of the Settlement
5 Class;

6 e. Plaintiffs and their counsel have and will fairly and adequately represent and
7 protect the interests of the Settlement Class;

8 f. Plaintiffs' interests do not conflict with the interests of the Settlement Class in
9 the maintenance of this action;

10 g. The questions of law and/or fact common to the Settlement Class predominate
11 over the questions affecting only individual members of the Settlement Class; and

12 h. Certification of the Settlement Class is superior to other available methods for
13 the fair and efficient adjudication of this controversy.

14 6. The Settlement Agreement and the terms contained therein are hereby approved as
15 fair, reasonable, and adequate, and in the best interests of the class as a whole.

16 7. Gary E. Mason, Mason LLP, is hereby confirmed as Lead Class Counsel.

17 8. Michael F. Ram, Ram & Olson LLP, is hereby confirmed as liaison Counsel.

18 9. William Rubenstein, Peter N. Wasylyk, Andrew S. Kierstead, Michael D. Braun,
19 Braun Law Group, P.C., Peter W. Thomas, Thomas Genshaft, P.C., Donald Amamgbo, Amamgbo &
20 Associates, Reginald Terrell, The Terrell Law Group, Jonathan Shub, Shub Law LLC, Christopher
21 A. Seeger, Seeger Weiss LLP, Lawrence Feldman, Lawrence E. Feldman & Associates, Eric Freed,
22 Freed & Weiss LLC, and Howard G. Silverman, Kane & Silverman P.C., are hereby confirmed as
23 Class Counsel.

24 10. The Parties have provided notice in a manner consistent with the Order Granting
25 Motion for Preliminary Approval of Class Action Settlement and as set forth in the Settlement
26 Agreement. The notice, as implemented, met the requirements of due process and was the best
27 notice practicable under the circumstances. The notice was reasonably calculated, under the
28 circumstances, to apprise members of the Settlement Class of the pendency of the action, the terms

1 of the Settlement, and their right to appear, object to, or exclude themselves from the Settlement.
2 Further, the notice was reasonable and constituted due, adequate, and sufficient notice to all Persons
3 entitled to receive notice. The Defendant notified the appropriate federal and state officials pursuant
4 to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715.

5 11. Class Counsel retained The Garden City Group, Inc. to assist in disseminating Notice
6 in accordance with the terms of the Settlement Agreement and the Court’s Order Granting Motion
7 for Preliminary Approval of Class Action Settlement. It is apparent from the Affidavit of Jennifer
8 M. Keough in Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and the
9 Declaration of Susan Fahringer and Declaration of Brian Stolar that the Notice was properly
10 implemented and effective.

11 12. The Court has determined that full opportunity has been given to the members of the
12 Settlement Class to opt out of the Settlement, object to the terms of the Settlement or to Class
13 Counsel’s request for attorneys’ fees and expenses, and otherwise participate in the Final Approval
14 Hearing on January 31, 2011. The Court has considered all submissions and arguments provided by
15 Class Members objecting to the Settlement as well as Class Counsel’s response to those objections
16 and has determined that none of the objections warrants disapproval of the Settlement Agreement
17 and/or Plaintiffs’ request for attorneys’ fees and expenses.

18 13. The Court has carefully considered all the materials and arguments before it and has
19 made its independent judgment that (1) Plaintiffs and Class Members face significant risks if this
20 litigation were to proceed; (2) the possibility of a greater ultimate recovery is speculative and any
21 such recovery would only occur after considerable delay; (3) the terms of the Settlement provide
22 substantial and meaningful benefits to the Settlement Class; (4) the Settlement is the product of
23 meaningful investigation in the facts and circumstance of the launch of Google Buzz; (5) the
24 settlement negotiations were extensive, arms-length, under the direction of the Hon. Fern Smith, and
25 without any collusion; (6) the reaction by the Settlement Class has been in favor of the Settlement;
26 and (7) experienced Class Counsel support the Settlement. Accordingly, having considered the
27 foregoing as well as the small number of opt outs and objections, the costs and risks and delays of
28 continued litigation versus the benefits provided by the Settlement, and based on this Court’s

1 knowledge of this action, the Court finds and concludes that the Settlement is in the best interests of
2 the Class and is fair, reasonable, and adequate to all Class Members. The Court therefore enters
3 judgment in accordance with the Settlement Agreement.

4 14. The Settlement and the terms of the Settlement Agreement are accordingly granted
5 final approval and are confirmed as fair, reasonable and adequate and are binding upon all Class
6 Members who have not timely opted out.

7 15. The Parties are hereby directed to proceed with and complete implementation of the
8 Settlement, including payment to the *cy pres* recipients pursuant to Section 3.4 of the Settlement
9 Agreement.

10 16. The Court dismisses on the merits with prejudice all claims presently before it and
11 orders the release of all Class Members' claims pursuant to Section 9 of the Settlement Agreement.

12 17. Those Class Members who requested exclusion and who are listed on Exhibit 1 to the
13 Affidavit of the Class Action Administrator are hereby excluded from this Settlement.

14 18. The Court, having considered the request of Class Counsel for an award of attorneys'
15 fees and reimbursement of expenses, hereby grants the request and awards Class Counsel attorneys'
16 fees in the amount of \$2,125,000. This amount was reasonable under both a common fund
17 percentage analysis and a lodestar multiplier analysis. The Court also grants Class Counsel's request
18 for expense reimbursement equal to the amount of their reasonable expenses incurred in prosecuting
19 this action and in implementing this Settlement. The Court approves reimbursement totaling
20 \$29,286.85. The Court also approves the requested incentive award of \$2,500 for each Class
21 Representative. All court-awarded fees, expenses, and reimbursements shall be paid out of the
22 Common Fund.

23 19. All Parties are bound by this Final Order and Judgment and by the Settlement
24 Agreement.

25 20. Without affecting the finality of this Final Order and Judgment, the Court reserves
26 continuing and exclusive jurisdiction over the Parties and their counsel, including all Class Members
27 and their counsel with respect to the execution, consummation, administration, implementation,
28 effectuation and enforcement of the Settlement Agreement and this Order, including the entry of any

1 additional orders as may be necessary and appropriate relating to any and all issues including any
2 appeals.

3 IT IS SO ORDERED.

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5 Dated:

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7 The Honorable James Ware
8 United States District Judge
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